during his occupancy. *Wiswell* v. *Simmons,* 77 Kan. 622; 95 Pac. 407; *Lohmuller* v. *Mosher,* 74 Kan. 751. A life tenant, being charged with the duty of paying the taxes, cannot destroy the estate of the remainderman by permitting it to be sold for taxes and taking title directly or through a third party who has acquired it. *First Congregational Church of Cedar Rapids* v. *Terry,* 130 Ia. 513, 114 Am. St. Rep. 443. The writer has been able to find no case which says or even implies that a third person might not acquire a good tax title to the property even where there is apparent acquiescence on the part of the life tenant. An estate for life may be mortgaged to pay taxes (*Whitfield* v. *Lyon,* 93 Miss. 443, 46 South 545), and where the life tenant fails to pay taxes and the estate is sold for taxes the remainderman can recover only against the life tenant. *Watkins* v. *Green,* 101 Mich. 493. If both the life estate and remainder is destroyed by a valid tax sale to a stranger the remainderman has a personal remedy against the delinquent life tenant. WASHBURN, REAL PROPERTY, Ed. 6 § 243. The weight of authority is clearly with the principal case but the question suggests itself, if the life tenant cannot thus destroy the remainder directly why should the remainderman's interest be destroyed by the tenant's carelessness and acquiescence, as appears in this case?

LITERARY PROPERTY—DRAMATIC RIGHTS—DAMAGES.—The complainant sold to the S. Co. a story, entitled "The Transmogrification of Dan," which was published in the Smart Set, all articles therein being covered by a general copyright of the magazine. The defendant presented throughout the country a play "The Heir to the Hoorah," the theme of which was the same as that of the foregoing story, but the characters, etc., were changed. The complainant filed a bill for an alleged infringement of the copyright on the ground that the dramatic rights remained in him, making affidavit to that effect. In the amended bill he alleged simply a sale to the S. Co., and an assignment back to him. *Held,* that the sale to the company carried with it, as an incident, the right to dramatize, that this right had been infringed by the defendant, and that the complainant as assignee could recover all profits made by the defendant from the production of the play. WARD, Circuit Judge, dissenting. *Dam* v. *Kirk La Shelle Co.* (1910), — C. C. A., 2nd Cir. —, 175 Fed. 902.

If the complainant had retained the dramatic rights in the story sold, as he contented in the original bill, the entry of the magazine and notice of copyright would have been insufficient to protect them. *Mifflin* v. *White,* 190 U. S. 260, 23 Sup. Ct. 769, 47 L. Ed. 1040; *Thompson* v. *Hubbard,* 131 U. S. 123, 9 Sup. Ct. 710, 33 L. Ed. 76. But by Rev. St. 4952, as amended in 1891 (U. S. Comp. St. 1901 p. 3406) all rights of dramatization passed to S. Co., assuming that the transfer in the first instance was an absolute sale. Notwithstanding the complainant's affidavit filed to secure a preliminary injunction, in which he stated that he had not parted with any interest except the right of publication in a number of the Smart Set, the court construes, "in full payment for story" to pass an absolute title, and S. Co.'s copyright therefore covered all rights. As assignee, complainant succeeded to such rights. The dissenting judge admits the correctness of the conclusion, assuming the

transaction to be an absolute sale, but contends that the complainant's inconsistent position negatives that conclusion and allows the defendant to contradict it, whether the acceptance of the complainant's offer by the S. Co. be treated as a receipt, *Starkweather* v. *Maginnis* 196 Ill. 274, 63 N. E. 692; *French* v. *Newberry*, 124 Mich. 147, 82 N. W. 840, or as a contract, *Condit* v. *Cowdrey*, 123 N. Y. 463, 25 N. E. 946. If there had been a reservation of dramatic rights, they would have been lost by publication, although such rights are not lost by public representation, as the common law rule applies in such cases. *Frohman* v. *Ferris*, 238 Ill. 430, 87 N. E. 327. By statute the common law rule is changed in England, but it is otherwise in this country. 5 & 6 Vict. ch. 45. The apparent injustice in computing the damages arises of necessity, for it would be impossible for the author to show any actual damage. Whatever value was added by the defendant in dramatizing the work must be disregarded, on the principle that the original and copied parts have become so mixed as not to be capable of separation. *Callaghan* v. *Myers*, 128 U. S. 617, 9 Sup. Ct. 177, 32 L. Ed. 547; *Belford* v. *Scribner*, 144 U. S. 488, 12 Sup. Ct. 734, 36 L. Ed. 514.

MASTER AND SERVANT—BLACKLISTING STATUTE—FAILURE TO GIVE SERVICE LETTER.—Plaintiff was a brakeman in defendant's employ. While with a crew on a train remote from their destination, the air brake attachment was broken. Defendants ordered the train brought in by the use of hand brakes. Plaintiff, because of the dangerous condition of the track, and fearing that it would endanger his life to enter upon the performance of such a task, refused to comply with the order, and was discharged. Plaintiff assigned insubordination as the cause of the discharge. Plaintiff requested defendant to issue a letter of service to him, stating the true cause of the discharge, as required by Acts (1907) 30th Leg. Tex., c. 67 § 1, providing that any person who has been discharged from service by any corporation, may demand a service letter stating the true cause of his discharge. In an action to recover $2,500 for refusing to comply with the terms of the statute, *Held*, that plaintiff could recover. *St. Louis & S. W. Ry. Co. of Texas* v. *Hixon*, (1910), — Tex. Civ. App. —, 126 S. W. 338.

The decision announces a new interpretation of the statute involved. *Wallace v. Georgia, C. & N. Ry. Co.*, 94 Ga. 732, and *The A. T. & S. Fe Ry. Co.* v. *Brown*, 80 Kan. 312, are cited and the doctrine of those cases repudiated. In both those cases a statute of the nature of the one here involved, was held unconstitutional. In the first case it was said that "Liberty of speech and of writing is secured by the constitution, and incident thereto is the correlative liberty of silence, not less important or less sacred. Statements or communications, oral or written, wanted for private information, cannot be coerced by mere legislative mandate at the will of one party against the will of the other." In the second case this rule was advanced, the court holding, "That the public has no interest in the matter, and in no instance can such a duty be imposed by police regulation." In the present case the statute is construed "as making it illegal for an employer to blacklist or otherwise prevent an employe from obtaining employment, except by telling the truth,"